

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Professional Services
 Agreement with Medical
 Program Director Dr. Ron
 Brown of North Sound
 Emergency Medicine for
 medical services for 2017-2019

____ Briefing
 ____ Proposed Action
 ____ Consent
 ____ Action
 ____ First Reading
 ____ Second Reading
 ____ Third Reading
 ____ Public Hearing
 ____ Budget Advisory

COUNCIL BILL #
 Originating Dept.
 Contact Person
 Phone Number
 FOR AGENDA OF

____ Fire
 ____ M. Gordon / T. Key
 ____ 425-257-8100
 ____ December 21, 2016

Initialed by:
 Department Head
 CAA
 Council President

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
	Agreement 1-1-16 to 12-31-16 approved by Council on 12-30-15		Emergency Medical Services, Legal

Amount Budgeted	2017	\$50,736.00	Account Number(s): 153 520 4101 410
	2018	\$52,260.00	
	2019	\$53,820.00	
Expenditure Required	2017	\$50,736.00	
	2018	\$52,260.00	
	2019	\$53,820.00	
Budget Remaining	-0-		
Additional Required	-0-		

DETAILED SUMMARY STATEMENT:

The Professional Services Agreement (PSA) with Dr. Ron Brown of North Sound Emergency Medicine provides medical control and medical policy establishment and supervision/implementation of continuing medical education for the First Responder, Emergency Medical Technician and Paramedic recertification programs. The PSA with Dr. Brown is effective January 1, 2017 through December 31, 2019. The amounts to be paid under the proposed agreement are:

2017 - \$4228/month
 2018 - \$4355/month
 2019 - \$4485/month

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement with Dr. Ron Brown of North Sound Emergency Medicine for medical services for 2017-2019.

**CITY OF EVERETT
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT made and entered into this first day of January, 2017, by and between the City of Everett, a municipal corporation, hereinafter referred to as "Everett" or "City," and North Sound Emergency Medicine, P.C., a Washington professional corporation, hereinafter referred to as "North Sound."

WITNESSETH:

WHEREAS, the City maintains an emergency medical services program; and

WHEREAS, it is necessary to provide to that program a Medical Program Director for certain duties as provided below; and

WHEREAS, North Sound's Dr. Ron Brown ("Dr. Brown") has special expertise in the area of emergency medical services and wishes to perform the duties of Medical Program Director for the City;

NOW, THEREFORE, be it agreed between North Sound and the City that Dr. Brown shall serve as the Medical Program Director to the City of Everett under the terms and conditions described herein.

1. ENGAGEMENT

North Sound will provide Dr. Brown as the Everett Program Director for the period of January 1, 2017 to December 31, 2019.

2. DESCRIPTION OF DUTIES

The City and North Sound agree that Dr. Brown will do the following:

A. Provide medical control of and establish medical policy for the Emergency Medical Services system which includes First Responder, Emergency Medical Technician, and Paramedic services provided by the City's Fire Department under the direction of the City's Fire Chief.

B. Supervise and help implement continuing medical education with the specific goal being to maintain appropriate skill levels for Fire Responder, Emergency Medical Technician, and Paramedics.

C. Provide minimum of 36 hours of paramedic category one continuing medical education for on-duty personnel within the City. This education will be provided directly by the Dr. Brown or by other qualified individuals acceptable to the City's Fire Chief. Additional costs for other individuals shall be the responsibility of North Sound if any occur.

D. Supervise and assist in maintaining an ongoing First Responder, Emergency Medical Technician, and Paramedic recertification program.

E. Analyze and recommend additional training skills and services which should be provided with consideration to the following:

1. availability of training
2. community need
3. facility and manpower availability
4. financial resources
5. adequate medical supervision

F. Analyze and recommend improvements in record keeping and accumulation of meaningful data relative to emergency medical services.

G. Meet as frequently as necessary with the City's Fire Department Medical Services Administrator for the purpose of viewing progress of the program.

H. Establish in writing a mechanism for providing contact to a physician who will act as back up director when Dr. Brown is unavailable to perform his duties.

I. Establish and maintain ongoing regular communication with the physicians of the community, specifically with a committee of physicians appointed by the President of the hospital staff.

J. Provide medical recommendations to the City's Emergency Medical Services Advisory Committee and to serve as an ex-officio non-voting member of that Committee.

K. Provide medical supervision and input for the City's EMS public education instructor program.

L. Provide liaison with the County and State governments pertaining to emergency medical services as requested by the Mayor.

M. Act under the direct supervision of the City's Fire Chief and provide regular communications with the Mayor or his designee regarding programs, services and medical policies relating to the position of Medical Program Director.

N. Assist the City in public relations pertaining to the City's emergency medical services program as requested by the Mayor or his designee.

O. Act as the City's medical liaison with the ambulance companies authorized to conduct business within the City limits of the City pertaining to coordinated delivery of emergency medical services.

3. RELATION OF PARTIES

The City and Dr. Brown have no employer/employee relationship. North Sound is an independent contractor responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions, and all other employer taxes

and contributions and North Sound agrees to indemnify, defend and hold the City harmless from any claim valid or otherwise, made to the City because of these obligations. Dr. Brown is not an employee of the City and is not entitled to the benefits provided by the City to its employees including, but not limited to, group insurance and pension plans. Dr. Brown may practice his profession for others during those periods when he is not performing work under this Agreement for the City.

4. DURATION

The term of this agreement shall be from January 1, 2017 to December 31, 2019. It is understood the City or the North Sound may voluntarily terminate this Agreement by providing sixty (60) days advance written notice to the other. In the event of termination of this Agreement, except in the case of material breach, North Sound is entitled to compensation for services rendered prior to notice of termination.

5. COMPENSATION

The City agrees to pay North Sound the following sums per calendar month for services as set forth in this Agreement:

2017	\$4,228	Four Thousand Two Hundred Twenty Eight Dollars
2018	\$4,355	Four Thousand Three Hundred Fifty Five Dollars
2019	\$4,485	Four Thousand Four Hundred Eighty Five Dollars

Such payment shall be full compensation for services rendered including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to provide the services. North Sound will submit invoices for the period of his engagement as set forth in section 1 above.

6. ASSIGNMENT OF AGREEMENT

North Sound shall not sublet or assign any of the work covered by this Agreement without the express written consent of the City. North Sound shall not provide any person other than Dr. Brown as Medical Program Director to the City.

7. IDEMNIFICATON

North Sound hereby agrees to save the City, its officers, employees and agents harmless and indemnify them from all loss, claims, costs, expenses (including but not limited to attorney's fees and litigation expenses) or damage occasioned to the City, its officers, employees or agents or to any third person or property by reason of any act, error or omission by Dr. Brown or North Sound, their employees, subcontractors or agents which arises as a result of this Agreement, and shall, after reasonable notice thereof, defend and pay the expense of defending any claim or suit which may be commenced against the City, its officers, employees or agents, or any third person alleging injuries to person and/or damage to property by reason of such act, error or omission and will pay any judgment which may be obtained against the City, its officers, employees, agents or third persons in such suit. Nothing herein shall require North Sound to indemnify and hold harmless the City, its officers, agents, and employees from claims, demands, damages, expenses or suits caused solely by the negligence or willful misconduct of the City, its officers, employees and agents.

8. NOTICES

A. Notices to the City shall be sent to the following address:

City of Everett
Attn: Fire Chief
2930 Wetmore, Suite 7A
Everett WA 98201

B. Notices to North Sound shall be sent to the following address:

North Sound Emergency Medicine
1716 West Marine View Drive, Suite C
Everett WA 98201

9. REIMBURSEMENT

The City agrees to reimburse North Sound for Dr. Brown's travel or related expenses incurred as a part of compensation while he acts on behalf of the City with regard to the emergency medical services program for which prior written approval is obtained from the City prior to Dr. Brown incurring the expense. Prior to reimbursement, North Sound shall submit all receipts, billings, etc., to the Mayor or his designee for approval. If authorized, the City may (at its sole option) obtain or arrange air travel for Dr. Brown.

10. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the City may deem necessary, Dr. Brown and North Sound shall make available to the City for the City's examination all Dr. Brown's and North Sound's records and documents with respect to all matters covered by this Agreement, and furthermore Dr. Brown and North Sound will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records, conditions of employment and other data relating to all matters covered by this Agreement.

11. CITY OF EVERETT BUSINESS LICENSE

North Sound shall obtain a City of Everett business license prior to performing any work pursuant to this Agreement.

12. STATE OF WASHINGTON REQUIREMENTS

North Sound shall register and obtain any State of Washington license, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

13. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

North Sound shall ensure that Dr. Brown complies with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

14. WAIVER

Any waiver by North Sound or the City or the breach of any provision of this

Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

15. COMPLETE AGREEMENT

This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

16. VENUE

It is agreed that venue for any lawsuit arising out of this Agreement shall be Snohomish County.

17. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws. The remainder of the Agreement shall remain in full force and effect.

CITY OF EVERETT

NORTH SOUND EMERGENCY MEDICINE
a Washington professional corporation

RAY STEPHANSON, Mayor

BY: _____

TITLE: _____

ATTEST:

CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY